

IN THE COUNTY COURT IN AND FOR
LEE COUNTY, FLORIDA

J.A.. MCKINNEY PROPERTIES, LLC.,
a Florida limited liability company

CASE NO.

Plaintiff,

vs.

LOUIS BRUNO, LLC, a Florida
limited liability company, others in possession,
if any

Defendants.

COMPLAINT FOR EVICTION

COMES NOW the Plaintiff, J.A.. MCKINNEY PROPERTIES, LLC., a Florida limited liability company ("LANDLORD"), by and through its undersigned counsel, and sues the Defendant, LOUIS BRUNO, LLC, a Florida limited liability company (hereinafter "TENANT"), and alleges as follows:

1. This is an action for eviction pertaining to property located in Lee County, Florida.

2. This is a Summary proceeding pursuant to Florida Statutes 51.011 and 83.21, and TENANT is required to file an answer to this Complaint under this Count within five (5) days after service of process, per F.S. § 51.011(1).

3. LANDLORD owns the following non-residential property in Lee County, Florida:

Lots 33 and 34 of Greyhound Commerce Park commonly known as 28731 South Cargo Court, Bonita Springs, Florida.

4. LANDLORD and TENANT entered into a Triple-Net Lease pertaining said property. (A copy of which is attached hereto as Plaintiff's Exhibit "A")

5. TENANT is obligated, pursuant to the terms of the Lease, to pay monthly rent (inclusive of base rent, real property taxes, insurance and sales tax) on the Premises in the

amount of \$19,531.08 per month and late penalties for rent in default as provided in said Lease.

6. TENANT has breached the Lease and has lost their right to possession of the property because TENANT has failed to make monthly full rent payment for February 1, 2019 and payments due March 1, 2019 and April 1, 2019 and thereafter. As of April 1, 2019, TENANT owes LANDLORD total accrued rent of \$48,593.15, plus such monthly rent and late charges as may accrue thereafter.

7. On or about April 22, 2019, LANDLORD served on TENANT, a Notice (attached hereto as Exhibit "B") that demanded payment of the rent and late charges in arrears, but TENANT has not paid the amounts due or surrendered the Premises.

8. LANDLORD has retained the undersigned counsel to prosecute this action and has agreed to pay a reasonable fee and is entitled to an award of attorneys' fees pursuant to the terms of the Lease.

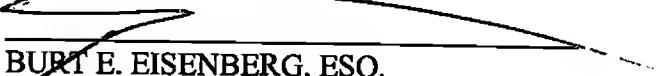
9. LANDLORD is entitled to Summary Procedures pursuant to Florida Statutes §83.21.

WHEREFORE Plaintiff, J.A. MCKINNEY PROPERTIES, LLC, respectfully demands judgment against Defendant, LOUIS BRUNO, LLC, for:

- a). Judgment of eviction with costs;
- b). Possession of the premises;
- c). A break order to obtain possession of the Premises, if necessary;
- d). An award of attorneys fees and costs; and
- e). Such other and further relief against Defendants that to this Court deems just and proper.

BURT E. EISENBERG, P.A.
Attorney for Plaintiff
1152 Goodlette Road N.
Naples, FL 34102
BEisenberg@BurtEisenbergLaw.com

By:


BURT E. EISENBERG, ESQ.
FBN: 274232

TRIPLE-NET LEASE

THIS AGREEMENT, entered into this 29th day of June, 2017, between J. A. McKinney Properties, LLC, a Florida limited liability company, whose address is 28522 Raffini Lane, Bonita Springs, FL 34135, herein designated "LANDLORD" and Louis Bruno, LLC, a Florida limited liability company, whose address is 28731 South Cargo Court, Bonita Springs, FL 34135, herein designated as "TENANT". The LANDLORD does this date lease to TENANT and TENANT does hereby hire and take as TENANT under the LANDLORD the property commonly described and located at 28731 South Cargo Court, Bonita Spring, Florida. The building in which the rental space is located, including without limitation the land underlying and contiguous thereto, all parking lots, sidewalks, other common areas and improvements thereon are collectively referred to herein as "the property". THE LANDLORD AND THE TENANT AGREE TO THE LEASE TERMS AS FOLLOWS:

1. RENTAL SPACE: The property being leased is legally described as Lots 33 and 34 of Greyhound Commerce Park, according to the Plat thereof recorded in Plat Book 66, Page 21, of the Public Records of Lee County, Florida.
2. LENGTH OF LEASE: This lease is for a term of approximately 10 years starting June 29, 2017 and ending June 30, 2027.
3. RENT: TENANT agrees to pay to LANDLORD \$179,220.00 as base rent for the first year, The base annual rent effective as of July 1 of each successive lease year, shall be as follows:

Year 2: \$182,804.40 annually payable \$15,233.70 per month;
Year 3: \$186,460.48 annually payable \$15,538.37 per month;
Year 4: \$190,181.44 annually payable \$15,848.45 per month;
Year 5: \$193,985.07 annually payable \$16,165.42 per month;
Year 6: \$197,864.77 annually payable \$16,488.73 per month;
Year 7: \$201,822.07 annually payable \$16,818.50 per month.
Year 8: \$205,858.51 annually payable \$17,154.87 per month.
Year 9: \$209,975.68 annually payable \$17,497.97 per month.
Year 10: \$214,175.19 annually payable \$17,847.93 per month.

TENANT will also pay all sales tax relating to said rent monthly, but only if applicable. TENANT shall also pay TENANT'S expenses relating to sales tax and expenses monthly.

- a. TENANT agrees to pay the rent, expenses and sales tax to LANDLORD (at the address set forth above or such other address as the LANDLORD may designate in writing) in monthly installments. TENANT shall pay an installment on the first day of each month in the amount of \$14,935.00 for rent, \$894.18 for real property taxes, LANDLORD's insurance in the amount of \$1,051.96 during the first year of the lease commencing July 1, 2017 through and including June 30, 2018, plus \$1,012.87 for Florida State sales tax (the total monthly payment for rent, sales tax and expenses shall be \$17,894.01). The monthly installment shall change each lease year in

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Exhibit A

accordance with the rent changes set forth above and as a result of change in any real property taxes and LANDLORD's insurance. Rent for the partial month of June, 2017 shall be prorated. Payment of real property taxes, insurance and sales tax thereon are considered additional rent.

b. The first rent installment shall be in the amount of \$18,949.42 which covers the rent for the partial month of June, 2017 (\$1,055.41) and the full month of July, 2017 (\$17,894.01) and shall be paid upon the execution of this lease.

c. TENANT agrees to pay all rents and other charges under the terms of this Lease when they are due and payable. Any rents remaining unpaid ten (10) days after due date or any other charges remaining unpaid ten (10) days after receipt of invoice shall be subject to a late charge equal to a 5% late charge (or the maximum amount permitted by law, if less)

d. TENANT shall also pay all of the expenses for the entire premises legally described herein. It is the intention of LANDLORD and TENANT that this lease agreement is a triple-net lease, and the TENANT is to pay all expenses, relating to the property both as to building and grounds. The expenses to be paid by TENANT shall include, but not limited to the following: (1) real estate taxes; (2) all insurances including fire insurance, windstorm insurance, extended coverage insurance, flood insurance, and liability insurance; (3) grounds maintenance, including upkeep, repair and replacement of driveways and parking facilities; (4) all utilities; (5) TENANT shall pay for all repairs and replacements, including but not limited to wall surfaces, floors, ceilings, plumbing, electrical services, air conditioning replacement, services and repairs. The above expenses pertaining to taxes and insurances shall be paid by TENANT monthly with the rent, the remaining charges shall be incurred and paid for by TENANT directly. Expenses to be paid by TENANT shall be paid monthly with the rent based upon the books and records of the LANDLORD and shall bill or credit TENANT for any deviation from the expenses billed or paid on a monthly basis; said adjusted prorated expense shall be paid or credited within ten (10) days of billing. LANDLORD sole responsibility shall be for maintaining the structural integrity of the building foundation, roof and exterior walls.

4. REPAIRS: TENANT during the term of this Lease shall at its expense make all repairs as soon as shall be reasonably necessary to keep the leased premises in good condition and repair. TENANT agrees that at the expiration of this Lease or upon the earlier termination thereof, to quit and surrender said premises in good condition and repair, reasonable wear and tear and damage by act of God or fire or other causes beyond control of TENANT excepted. In addition, TENANT shall maintain all grounds associated with the property.

TENANT at its own cost and expense shall have the right, from time to time, to make all alterations and improvements to, and decoration of, the interior of the leased property as shall be reasonably necessary in TENANT's judgment for TENANT's conduct therein of its business, provided that prior to the commencement of any such alteration or improvements, LANDLORD shall in each case have approved in writing the plans and specifications. If within fifteen (15) days after such plans and specifications are submitted by TENANT to LANDLORD for such approval, LANDLORD shall not have given TENANT notice of disapproval, stating the reason for such

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disapproval, said plans and specifications shall be considered approved by LANDLORD. All moveable trade fixtures and personal property shall remain the property of the TENANT, any permanent improvements to the building shall be the property of LANDLORD.

5. COMPLIANCE WITH LAWS: TENANT shall comply with all statutes, ordinances, rules orders, regulations and requirements of the Federal, State, City and/or County Governments and of any and all their Departments and Bureaus applicable to said premises and shall also properly comply with and execute any rules and regulations of the Southeastern Underwriters Association for the prevention of fire, flood, wind storm, and other casualty, at its own cost and expense.

6. INSURANCE: TENANT shall keep the leased space insured at its sole cost and expense throughout the term of the Lease against the following:

a. Claims for personal injury or property damage under a policy of general public liability insurance with limits of at least \$2,000,000 for bodily injury and \$250,000 for property damages. Said policy shall name LANDLORD and TENANT as the insureds.

b. Fire and extended coverage including wind storm insurance and in addition, flood insurance, plate glass insurance, except for the building insurance paid for under expenses.

7. LOSS: In the event of the destruction of the property by fire, explosion, the elements or otherwise, during the term hereby created or previous thereto, or such partial destruction thereof as to render the Property wholly untenantable or unfit for occupancy, then the Lessor shall have a period of forty-five (45) days from the date of such destruction or partial destruction of the Property to determine, at its election whether the Property should be rebuilt, and Lessor thereafter shall have a period of one hundred twenty (120) days from the date of commencement of substantial repairs or reconstruction of the Property to rebuild the Property to the same condition as upon initial delivery thereof to Lessee. Notwithstanding the foregoing, the term hereby created, at the option of the Lessor, shall cease and become null and void from the date of such damage or destruction; and if such option is exercised the Lessee shall immediately surrender Property and all Lessee's interest therein to Lessor and shall pay rent only to the time of such surrender. However, should the Property be rendered wholly or partially untenantable and unfit for occupancy but yet be repairable, at the Lessor's election the Lessor shall repair the same with reasonable promptness, and in that case the rent accrued and accruing shall not cease and a prorated rent shall be determined based upon the extent of the casualty and unusable space. Lessee shall immediately notify Lessor in case of fire or other damage to the premises. No claim shall be made by the Lessee in any case for compensation or damages by reason of interruption of its business through any such destruction and damage to the Property or arising from the necessity of repairing any portion of the entire premises of which the Property are a part.

8. USE OF PREMISES: TENANT intends to use the leased space for office and warehouse space under the fictitious name Bruno Air Conditioning of SWFL. TENANT shall use the leased space for no other purpose except with LANDLORDS prior written consent. However,

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LANDLORD hereby approves of the lease between the TENANT and Quality Cabinets & Countertops, Inc., which shall now be considered a sublease.

9. TENANT'S ACCEPTANCE OF PROPERTY: TENANT accepts the premises in AS IS condition. TENANT acknowledges that it occupied the leased property prior to the term of this lease. The property was acquired by LANDLORD from an entity related to the TENANT and the TENANT acknowledges and agrees that it has superior knowledge as to the condition of the leased property.

10. RIGHT OF ENTRY: LANDLORD shall have the right to enter into and upon the leased property at all reasonable hours for the purpose of examining the leased property or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. Except in emergencies, LANDLORD will give TENANT twenty-four (24) hours notice before making any inspection.

During the thirty (30) days preceding the expiration of this Lease (or option period if exercised), TENANT shall permit inspection of the leased property during normal business hours by or on behalf of prospective TENANTs. If, during such hours, admissions to the leased property for such purposes cannot be obtained, LANDLORD may show the premises after hours, provided it gives notice to TENANT. During said thirty (30) day period, LANDLORD shall be allowed to keep upon the door or windows of the premises a "for rent" sign.

11. SIGNS: No signs shall be placed upon the leasehold premises by TENANT except as have been approved in writing by LANDLORD, which approval shall not be unreasonably withheld. The signs presently on the property are approved by the LANDLORD.

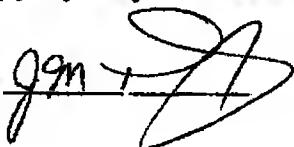
12. DEFINITIONS AND MISCELLANEOUS COVENANTS: TENANT shall observe faithfully and comply strictly with the Definitions and Miscellaneous Covenants set forth in Exhibit "A" attached hereto and made a part hereof. LANDLORD shall have the right from time to time during the term of this Lease to make reasonable changes in and additions to the Definitions and Miscellaneous Covenants thus set forth.

13. UTILITIES: TENANT shall pay all charges for water, sewerage, garbage, electricity, light, heat, air conditioning, power and telephone and shall indemnify LANDLORD against any liability or costs on such account.

14. TENANT'S DEFAULT.

A. In the event that TENANT shall violate any condition, covenant or agreement contained in this Lease, or any part thereof, then Lessor shall have the right at LANDLORD's election to terminate this Lease on first giving to TENANT three (3) days' notice to cure such default, if such default is the failure to pay past due rent, or seven (7) days' notice if such default is the breach or non-observance of any other covenant or condition, provided, however, that if the nature of TENANT's default is such that it cannot be cured solely by payment of money and more than seven (7) days may be reasonably required for such cure, then TENANT shall not be deemed to

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be in default if TENANT shall commence such cure within said seven (7) day period and shall thereafter diligently prosecute such to completion [such election shall be served by private delivery service such as FedEx where a signed delivery receipt is obtained, by registered or certified mail or by overnight delivery service which provides written receipts, addressed to TENANT at either the address first above given or pursuant to any notice clauses herein contained]. The above mentioned term shall cease upon the expiration of said five (5) or seven (7) days, as the case may be, in the same manner and to the same effect as if that were the expiration of the original term of this Lease; it being further understood and agreed that such election shall be solely in the discretion of LANDLORD, and, if exercised, shall be conclusive upon TENANT.

B. Notwithstanding the foregoing provision, it is agreed that if TENANT or its guarantor (if any) shall be adjudicated a bankrupt, or a receiver is appointed for the business and property of TENANT or its guarantor (if any), or if TENANT or its guarantor (if any) shall make an assignment for the benefit of creditors, then at the option of LANDLORD, this Lease may be canceled upon written notice by LANDLORD to TENANT, but LANDLORD shall not be required to give the notice as required in Subparagraph 'A.'

C. If the TENANT shall be deemed in default of any one or all of the events contained in subparagraphs A and B above beyond the applicable notice and cure periods, the LANDLORD may to the extent permitted by law:

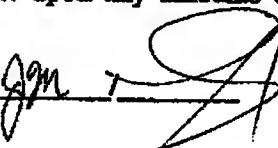
(1) at its option, without terminating this Lease, change the locks on the doors to the Property and exclude the TENANT therefrom until all of such defaults shall have been completely cured;

(2) at its option, at once, without notice to TENANT or to any other person, terminate this Lease;

(3) upon the termination of this Lease either at the option of the LANDLORD as aforesaid, or at the expiration by lapse of time of the term hereof, the TENANT will at once surrender possession of the Property to the LANDLORD and remove all effects therefrom and if such possession be not immediately surrendered, the LANDLORD shall forthwith re-enter the Property and repossess itself thereof as in its former estate and remove all persons and effects therefrom, using such force as may be necessary, without being deemed guilty of any trespass or forcible entry;

(4) if the TENANT shall not remove all effects from the Property as above provided, LANDLORD may, at its option, remove any or all of said effects in any manner that LANDLORD shall choose and store the same without liability for loss thereof, and TENANT will pay the LANDLORD, on demand, any and all expenses incurred in such removal and also storage on said effects for any length of time during which the same shall be in LANDLORD's possession or in storage, or LANDLORD may at its option, without notice, sell any or all of said effects in such manner and for such price as the LANDLORD may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the TENANT to the LANDLORD,

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including the expenses of removal and sale;

(5) relet the Property or any part or parts thereof either in the name of LANDLORD or TENANT for a term or terms which may at LANDLORD's option extend beyond the balance of the term of this Lease, and TENANT shall pay LANDLORD any deficiency between the rent hereby reserved and covenanted to be paid in such reletting, including, but not limited to, attorneys' fees, brokers' fees and expenses of remodeling and putting the Property in good order and preparing the same for re-rental. Such deficiency shall be paid in monthly installments, upon statements rendered by LANDLORD to TENANT. Any suit brought to collect the amount of the deficiency for any one or more months shall not preclude any subsequent suit or suits to collect the deficiency for any subsequent months;

(6) collect from TENANT any other loss or damage LANDLORD may sustain by reason of any breach and any diminished value of the Property resulting from said breach;

(7) in the event of a breach or threatened breach by TENANT of any of the covenants or provisions of this Lease, LANDLORD shall have the right to enjoin any such breach or threatened breach;

(8) declare the entire rental for the balance of the term, immediately due and payable at once;

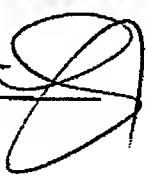
(9) cure such default by TENANT at TENANT's expense, and upon completion of such cure by LANDLORD TENANT shall, upon demand and as additional rent, reimburse LANDLORD for all costs in connection therewith.

D. The TENANT expressly waives the service of any notice of intention to terminate this Lease or re-enter the Property, and waives the service of any demand for payment of rent or for possession, and waives the service of any and every other notice or demand prescribed by any statute or other law, and agrees that the simple breach of any of the said covenants hereof, shall, of itself, without the service of any notice or demand whatever, constitute a forcible detainer by the TENANT of the Property within the meaning of the statutes of the state in which the Property are located. TENANT hereby expressly waives any and all rights of redemption, granted by or under any provisions of Law. No receipt of monies by the LANDLORD from the TENANT, after the termination in any way of this Lease or after giving of any notice, shall reinstate, continue or extend the term of this Lease, or affect

15. EXCULPATION: Except where caused by LANDLORD'S negligence, LANDLORD shall not be liable for any damage or injury caused by water, sewer or soil pipes or other leakage in or about the building.

16. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings

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in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

17. ENVIRONMENTAL. TENANT shall not in the Premises or the Building generate, store, handle, release, discharge, or otherwise deal with any material classified as a "hazardous material" for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time (CERCLA) or the Resource Conservation and Recovery Act of 1976, as amended from time to time (RCRA), or any similar or related federal, state or local statutes, rules, regulations or ordinances. Without limiting the generality of the foregoing, TENANT expressly covenants and agrees that it shall not, nor shall it permit anyone to:

- i. Use asbestos or any asbestos-containing materials in the Premises or in the Building;
- ii. Use any liquid-filled transformers in the Premises or in the Building, unless consented to by LANDLORD in writing and confirmed by an outside authoritative source to be free of polychlorinated biphenyls (PCB's);
- iii. Install any underground storage tanks, unless consented to by LANDLORD in writing and specifically approved and certified to be in compliance with applicable code requirements;
- iv. Store any opened containers of combustible products, such as cleaning solvents, in other than metal containers and cabinets approved by LANDLORD in writing.

18. TENANT shall protect, indemnify and save LANDLORD and its officers, agents, servants, and employees harmless from and against any and all obligations, liabilities, costs, damages, claims and expenses of whatsoever nature arising from or in connection with any violation of this Lease. The provisions of this Section shall survive the termination of this Lease.

19. NOTICES: Any notice required or permitted to be given under this Lease must be given only by one of the following: (a) United States registered or certified mail, postage prepaid, return receipt requested, (b) reputable overnight courier service which provides written evidence of delivery, or (c) personal delivery; and addressed as follows:

As to LANDLORD at:
28522 Raffini Lane
Bonita Springs, FL 34135

and to TENANT at:
28731 South Cargo Court
Bonita Springs, FL 34135

or such other address as may be designated by either party by written notice to the other. Except as otherwise provided in this Lease, every notice, demand, request or other communication shall be deemed to have been given or served upon actual receipt thereof. Notwithstanding the foregoing, any notice mailed to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease shall not be deemed ineffective

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if actual delivery cannot be made due to a change of address of the person or party to which the notice is directed or the failure or refusal of such person or party to accept delivery of the notice.

20. ASSIGNMENT AND/OR SUB-LEASE. Except as hereinafter specifically provided, neither this Lease nor the interest of TENANT in this Lease, nor the interest of TENANT in any sublease, license or concession or rentals under this Lease, license or concession shall be sold, mortgaged, encumbered, assigned or otherwise transferred, without the prior written consent of the LANDLORD, which LANDLORD may grant or withhold in its sole and absolute discretion. A transfer of fifty (50%) percent or more of the ownership interest of said TENANT limited liability company shall be deemed an assignment for purposes of this Lease. Any unapproved assignment or sublease shall constitute a default under the terms of the Lease. Consent by the LANDLORD to any assignment or sublease shall not be deemed consent to further or additional assignments and sublettings, nor shall any consent release TENANT (or its guarantor, if any) from liability for performance of all terms and conditions of this Lease. In each case prior written consent of the LANDLORD must be obtained. Concurrently with any request for LANDLORD's consent TENANT shall pay to LANDLORD the sum of \$1,500.00 for LANDLORD's review and processing of such request, and LANDLORD shall not be obligated to review such request prior to its receipt of the foregoing fee.

However, LANDLORD hereby approves of the lease between the TENANT and Quality Cabinets & Countertops, Inc., which shall now be considered a sublease. Should TENANT default under the terms hereof, the LANDLORD may, in its sole discretion, deal directly with such sub-tenant and collect rent therefrom.

TENANT shall be prohibited from subletting portions of the property without LANDLORD's prior written consent.

TENANT shall and does hereby indemnify and agree to hold LANDLORD harmless from any and all liabilities, claims and causes of action arising under any terms and conditions of every sublease, license or concession agreement, unless such liabilities, claims and causes of action arise by reason of a default or breach by LANDLORD, or the negligent conduct or activity of LANDLORD, its agents or employees, under this Lease.

If all or any part of the premises be sublet or occupied by anyone other than TENANT, LANDLORD may, after default by TENANT, collect subrent from any and all subTENANTs or occupants, and apply the net amount collected to the net annual rent reserved herein, but no such collection shall be, or be deemed to be, a waiver of any agreement, term, covenant or condition of this Lease or the acceptance by LANDLORD of any subTENANT or occupant as TENANT, or a release of TENANT from performance by TENANT of its obligations under this Lease.

To secure the prompt and full payment by TENANT of the rental in this Lease reserved and the faithful performance by TENANT of all the other terms and conditions herein contained on its part to be kept and performed, TENANT hereby assigns, transfers and sets over unto LANDLORD, subject to the conditions hereinafter set forth, all of TENANT's right, title and

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interest in and to all subleases that may hereafter be made and in and to all concession agreements hereafter made affecting any part of the premises.

Promptly upon LANDLORD's demand, TENANT agrees to furnish LANDLORD with a photostatic copy of each sublease made for space in the premises.

21. RESTRICTION AGAINST MECHANIC'S LIEN. TENANT has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of TENANT, operation of law, or otherwise, to attach to or be placed upon Lessor's title or interest in the Development or Property, and any and all liens and encumbrances created by TENANT shall attach to TENANT's interest only. In order to comply with the provisions of Section 713.10, Florida Statutes, it is specifically provided that neither TENANT nor anyone claiming by, through or under TENANT, including, but not limited to, contractors, subcontractors, materialmen, mechanics and laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Property, the Development or improvements thereon, and any such liens are hereby specifically prohibited. All parties with whom TENANT may deal are put on notice that TENANT has no power to subject Lessor's interest to any mechanics' or materialmen's lien of any kind or character, and all such persons so dealing with TENANT must look solely to the credit of TENANT, and not to Lessor's interest or assets. In the event that any such lien is filed against the premises as a result of alterations, additions or improvements made by or on behalf of TENANT, Lessor, at its option, after ten (10) days' notice to TENANT, may terminate this Lease and/or pay the said lien without inquiring into the validity thereof, and TENANT shall forthwith reimburse Lessor the total expense incurred by Lessor (including but not limited to reasonable attorney fees) in procuring the discharge or bonding the said lien, as additional rent hereunder.

22. SECURITY. LANDLORD acknowledges receipt of \$19,237.06 that LANDLORD is to retain as security for the faithful performance of all the terms and conditions of this Lease. LANDLORD shall not be obligated to apply the security deposit on rents or other charges in arrears, or in damages for failure to perform the terms and conditions of this Lease. Application of the security deposit to the arrears of rental payments or damages shall be at the sole option of the LANDLORD, and the right to possession of the Premises by the LANDLORD for nonpayment of rent for any other reason shall not in any event be affected by the security deposit. The security deposit is to be returned to TENANT when this Lease is terminated, according to the terms of this Lease, if not otherwise applied by reason of any breach of the terms and conditions of this Lease by TENANT. TENANT expressly acknowledges that TENANT shall not have the right to apply the security deposit to rent. In no event is the security deposit to be returned until TENANT has vacated the Premises and delivered possession to the LANDLORD. In the event the LANDLORD repossesses the Premises because of the default of the TENANT or because of the failure by the TENANT to carry out the terms and conditions of this Lease, LANDLORD may apply the security deposit on all damages suffered to the day of repossession and may retain the balance of the security deposit to apply on damages that may accrue or be suffered thereafter by reason of a default or breach of the TENANT. LANDLORD shall not be obligated to hold the security deposit in a separate fund but may mix the security deposit with other funds of the

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executed page 11/15/19

LANDLORD, and LANDLORD shall not be obligated to pay interest to TENANT on the security deposit.

23. WAIVER OF JURY TRIAL

In the interest of obtaining a speedier and less costly hearing of any dispute, LANDLORD and TENANT hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either party against the other and any rights to a trial by jury under any statute, rule of law or public policy in connection with any matter whatsoever arising out of or in any way relating to this Lease.

24. BINDING EFFECT: This Agreement is binding upon LANDLORD and its assign or successors and upon TENANT and its assigns and successors.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, by their proper representatives thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered in
the presence of:

Amyle Tello
(Print Name) Amyle Tello
Cassie Hill
(Print Name) Cassie Hill
[Two Witnesses]

LANDLORD:

JERRY A. MCKINNEY PROPERTIES, LLC, a
Florida limited liability company

By: Jerry A. McKinney
Name: Jerry A. McKinney
As its Managing Member

TENANT:

LOUIS BRUNO, LLC a
Florida limited liability company

By: Louis Bruno
Name: Louis Bruno
As its Manager

Jacarillo, Inc.
(Print Name) Jacarillo, Inc.
[Two Witnesses]
Susan Dunn
Susan Dunn

THREE (3) DAY NOTICE TO PAY RENT

TO: Louis Bruno, LLC
28731 South Cargo Court
Bonita Springs, FL 34135

You are notified that you are indebted to the me in the sum of \$48,593.15 for the rent and use of the premises occupied by you and described as 28731 Cargo Court, Bonita Springs, Florida [representing partial month of February, 2019 and full rent for March and April, 2019]. I demand payment of the said rent or possession of said premises within three (3) days (excluding date of service, Saturdays, Sundays and legal holidays) from the date of delivery of this notice, to wit: on or before the 26th day of April, 2019.

J.A. McKinney Properties, LLC

By:

Jerry A. McKinney
Jerry A. McKinney, Managing Member
28522 Raffini Lane
Bonita Springs, FL 34135

Exhibit 5